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Approved for use through 11/30/2005. OMB 0651-0035
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

**REVOCATION OF POWER OF
ATTORNEY WITH
NEW POWER OF ATTORNEY
AND
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	10/766,740
Filing Date	01/28/2004
First Named Inventor	Jackam, et al
Art Unit	1621
Examiner Name	Unknown
Attorney Docket Number	2700.03

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number:

54487

☐ Please change the correspondence address for the above-identified application to:

☒ The address associated with
Customer Number:

54487

OR

☐ Firm or
Individual Name

Address

City

State

Zip

Country

Telephone

Fax

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Signature

Name

JERRY KING, CFO, Kenosha Beef International, Ltd.
BioSource Fuels, LLC by and through its Managing Member Kenosha Beef International, Ltd.

Date

Telephone

262-859-2272

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☐ *Total of _____ forms are submitted.

This collection of information is required by 37 CFR 1.39. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



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P.03

PTO/SB/98 (09-04)

Approved for use through 07/31/2006. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: BIOSOURCE FUELS, LLCApplication No./Patent No.: 10/766,740 Filed/Issue Date: 01/26/2004Entitled: Production of Biodiesel and Glycerin from High Free Fatty Acid FeedstocksBIOSOURCE FUELS, LLC

(Name of Assignee)

a Corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

In the patent application/patent identified above by virtue of either:

A ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Frank S. Fahrenbruck To: Resodyn Corporation

The document was recorded in the United States Patent and Trademark Office at
Reel 016797, Frame 0334, or for which a copy thereof is attached.

2. From: Joel M. Pierce To: Resodyn Corporation

The document was recorded in the United States Patent and Trademark Office at
Reel 016796, Frame 0990, or for which a copy thereof is attached.

3. From: John P. Jackam To: Resodyn Corporation

The document was recorded in the United States Patent and Trademark Office at
Reel 016797, Frame 0308, or for which a copy thereof is attached.

☒ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

11/18/05

Date

BioSource Fuels, LLC by and through its Managing Member Kenosha Beef International, Ltd.262-859-2272

Telephone Number

Printed or Typed Name

By: LARRY KING, Chief Financial Officer, Kenosha Beef International, Ltd.LARRY

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing this form, call 1-800-PTO-9199 and select option 2.

**SUPPLEMENTAL SHEET TO
STATEMENT UNDER 37 CFR 3.73(b)**

CHANGE OF TITLE - CONTINUATION:

4. From: Resodyn Corporation To: Biosource Fuels, LLC
The document was recorded in the United States Patent and Trademark Office at
Reel: 016797, Frame: 0372, or for which a copy thereof is attached.



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

NOVEMBER 18, 2005

PTAS

500061286A

E. RANDALL SMITH
2777 ALLEN PARKWAY, SUITE 800
HOUSTON, TX 77019

500061286A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES DIVISION, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 11/18/2005

REEL/FRAME: 016796/0990

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: 2368.02

ASSIGNOR:

PIERCE, MR. JOEL M

DOC DATE: 10/31/2005

ASSIGNEE:

RESODYN CORPORATION
130 NORTH MAIN STREET
SUITE 600
BUTTE, MONTANA 59701

SERIAL NUMBER: 10776740

FILING DATE: 02/11/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: TRAILER HITCH ASSEMBLY AND METHOD

016796/0990 PAGE 2

SERIAL NUMBER: 60537251

FILING DATE: 01/15/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: PRODUCTION OF BIODIESEL AND GLYCERIN FROM HIGH FREE FATTY ACID
FEEDSTOCKS

SERIAL NUMBER: 60443049

FILING DATE: 01/27/2003

PATENT NUMBER:

ISSUE DATE:

TITLE: INDUSTRIAL PROCESS FOR THE PRODUCTION OF BIODIESEL AND GLYCERIN
FROM HIGH FREE FATTY ACID FEEDSTOCKS

MARY BENTON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

ASSIGNMENT AND AGREEMENT

WHEREAS, I, Joel M. Pierce, an individual having an address of 2943 Hanson Road, Butte, Montana 59701, have, individually or as a co-inventor, invented certain methods, devices, and/or systems relating to the production of biodiesel and/or glycerin and related technology (the "Inventions"), including without limitation those inventions that are the subject of Regular U.S. Patent Application Serial Number 10/776,740 entitled "Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 26, 2004, U.S. Provisional Patent Application Serial Number 60/537,251 entitled "Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 15, 2004, and U.S. Provisional Patent Application Serial Number 60/443,049 entitled "Industrial Process for the Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 27, 2003 (the "Patent Applications"), the Patent Applications of which I am a named co-inventor;

WHEREAS, RESODYN CORPORATION, a Montana corporation having an address of 130 North Main Street, Suite 600, Butte Montana 59701, is desirous of acquiring the entire right, title and interest in and to the aforesaid Inventions and Patent Applications throughout the world, and all right, title and interest in, to and under any and all patents granted thereon and other forms of legal protection thereto in the United States and throughout the world;

NOW, THEREFORE, for and in consideration of the sum of One Hundred Dollar (\$100.00) and for other good and valuable consideration, the receipt of which I hereby acknowledge, I hereby agree as follows:

1. I hereby and forever sell, assign, transfer and set over to RESODYN CORPORATION all my worldwide rights, title and interests in and to the Inventions, U.S. Patent Application **Serial Number 10/776,740** entitled "Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 26, 2004, U.S. Provisional Patent Application **Serial Number 60/537,251** entitled "Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 15, 2004, U.S. Provisional Patent Application **Serial Number 60/443,049** entitled "Industrial Process for the Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 27, 2003, any rights, title and interests I may have to any patent application(s) to which either such application claims priority to and, with respect to all such patent applications, any and all divisions, continuations and continuations-in-part thereof and substitutions therefor, any and all patents and like protection of the United States and any other country or place anywhere in the world and any reissues, renewals and extensions and the like which may be granted therefor or thereon (collectively, the "Patents"), along with the right to file additional applications for patent and like protection for the Inventions anywhere in the world, all of the same to be held and enjoyed by RESODYN CORPORATION for its own use and benefit, and for the use and benefit of its successors, assigns, other legal representatives and any subsequent successors-in-interest to this ASSIGNMENT AND AGREEMENT (collectively "Assigns"), to the end of the term or terms for which the Patents or like protection are or may be granted or reissued or otherwise permitted under appropriate law, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.

2. I authorize and request the U.S. Commissioner of Patents and Trademarks and other authorities in foreign countries to issue any and all patents on the Inventions or resulting from the Applications and from any and all divisions, continuations, continuations-in-part, substitutions and reissues thereof to RESODYN CORPORATION as assignee of my entire interest.

3. I hereby and forever sell, assign, transfer and set over to RESODYN CORPORATION all rights of action on account of past, present and future unauthorized use of said Inventions, whether for infringement of Patent or other cause of action, whether in the United States of America or in any other country or place anywhere in the world, and all international rights of priority associated with the Inventions, Patent Applications, further patent applications on the Inventions and Patents.

4. I hereby covenant and warrant that I have the full right to convey the interests herein assigned, have not entered or executed and will not enter or execute any arrangement or agreement in conflict herewith and am not aware of any arrangement or agreement that would conflict with any of the provisions herein or the desire of RESODYN CORPORATION to acquire the entire right, title and interest in and to the Inventions, Patent Applications and Patents.

5. I further hereby covenant and agree that I will, at any time, upon request, without further compensation but at the expense of RESODYN CORPORATION or a requesting Assign:

a. execute and deliver any and all papers that may be necessary or desirable to evidence the conception or reduction-to-practice of the Inventions or to perfect the title in or to the Inventions, Patent Applications or Patents to RESODYN CORPORATION or any Assigns;

b. execute and deliver any and all papers, make all rightful oaths and do all lawful acts that may be necessary or desirable for the filing by RESODYN CORPORATION or any Assign of any additional patent applications for the Inventions or any divisional, continuation or continuation-in-part applications based upon the Patent Applications or any reissue applications of the Patents, or any disclaimer relating thereto, and the procuring thereof; and

c. perform such other acts as may be reasonably requested by RESODYN CORPORATION or any Assign to give RESODYN CORPORATION or any Assigns the full benefit of this ASSIGNMENT AND AGREEMENT and obtain, maintain and enforce its rights and interests in and to the Inventions, Patent Applications and Patents, including without limitation communicating facts relating to the Inventions, Patent Applications and Patents or the file histories thereof as may be known to me, executing all papers and testifying as to the same in any interference, reexamination or other proceeding or litigation when requested so to do.

6. This ASSIGNMENT AND AGREEMENT and its provisions shall be binding upon my heirs, legal representatives and successors, and shall inure to the benefit of the successors, legal representatives and assigns of RESODYN CORPORATION and all future assigns thereof.

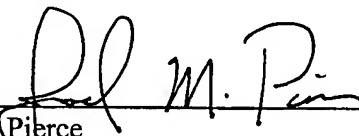
7. In the event that any provision, part or condition set forth in this ASSIGNMENT AND AGREEMENT is adjudicated or declared to be illegal, unenforceable, invalid or void, in whole or in part, the remainder of this ASSIGNMENT AND AGREEMENT shall be considered severable, shall continue in full force and effect to the full extent permitted by law.

8. Should my address change from the address specified above, I agree to notify, in writing, RESODYN CORPORATION or any Assign of whom I am made aware throughout the duration of this ASSIGNMENT AND AGREEMENT.

9. The waiver of or exception to any condition, term or provision of this ASSIGNMENT AND AGREEMENT by RESODYN CORPORATION or any Assign shall not be deemed to be a continuing waiver of any such condition, term or provision, or a waiver of any other term, condition or provision hereof or the performance thereof.

EXECUTED in one or more original on this 31st day of OCTOBER, 2005.

By: JOEL M. PIERCE




Joel M. Pierce

STATE OF MONTANA §
 §
COUNTY OF SILVER Bow §

BEFORE ME, the undersigned authority, on this day personally appeared Joel M. Pierce, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 31st day of October, 2005.





NOTARY PUBLIC IN AND FOR Margaret McHugh
THE STATE OF MONTANA



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

NOVEMBER 18, 2005

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500061299A

E. RANDALL SMITH
2777 ALLEN PARKWAY, SUITE 800
HOUSTON, TX 77019

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES DIVISION, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 11/18/2005

REEL/FRAME: 016797/0334
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: 2368.02

ASSIGNOR:

FAHRENBRUCK, MR FRANK S

DOC DATE: 11/02/2005

ASSIGNEE:

RESODYN CORPORATION
130 NORTH MAIN STREET
SUITE 600
BUTTE, MONTANA 59701

SERIAL NUMBER: 10776740

FILING DATE: 02/11/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: TRAILER HITCH ASSEMBLY AND METHOD

016797/0334 PAGE 2

SERIAL NUMBER: 60537251

FILING DATE: 01/15/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: PRODUCTION OF BIODIESEL AND GLYCERIN FROM HIGH FREE FATTY ACID
FEEDSTOCKS

JOANN STEWART, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

ASSIGNMENT AND AGREEMENT

WHEREAS, I, Frank S. Fahrenbruck, an individual having an address of 2435 W. 5400 S., Roy, Utah 84067, have, individually or as a co-inventor, invented certain methods, devices, and/or systems relating to the production of biodiesel and/or glycerin and related technology (the "Inventions"), including without limitation those inventions that are the subject of Regular U.S. Patent Application Serial Number 10/776,740 entitled "Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 26, 2004 and U.S. Provisional Patent Application Serial Number 60/537,251 entitled "Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 15, 2004 (the "Patent Applications"), the Patent Applications of which I am a named co-inventor;

WHEREAS, RESODYN CORPORATION, a Montana corporation having an address of 130 North Main Street, Suite 600, Butte Montana 59701, is desirous of acquiring the entire right, title and interest in and to the aforesaid Inventions and Patent Applications throughout the world, and all right, title and interest in, to and under any and all patents granted thereon and other forms of legal protection thereto in the United States and throughout the world;

NOW, THEREFORE, for and in consideration of the sum of One Hundred Dollar (\$100.00) and for other good and valuable consideration, the receipt of which I hereby acknowledge, I hereby agree as follows:

1. I hereby and forever sell, assign, transfer and set over to RESODYN CORPORATION all my worldwide rights, title and interests in and to the Inventions, U.S. Patent Application **Serial Number 10/776,740** entitled "Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 26, 2004, U.S. Provisional Patent Application **Serial Number 60/537,251** entitled "Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 15, 2004 and any rights, title and interests I may have to any patent application(s) to which either such application claims priority to, such as U.S. Provisional Patent Application **Serial Number 60/443,049** entitled "Industrial Process for the Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 27, 2003, and, with respect to all such patent applications, any and all divisions, continuations and continuations-in-part thereof and substitutions therefor, any and all patents and like protection of the United States and any other country or place anywhere in the world and any reissues, renewals and extensions and the like which may be granted therefor or thereon (collectively, the "Patents"), along with the right to file additional applications for patent and like protection for the Inventions anywhere in the world, all of the same to be held and enjoyed by RESODYN CORPORATION for its own use and benefit, and for the use and benefit of its successors, assigns, other legal representatives and any subsequent successors-in-interest to this ASSIGNMENT AND AGREEMENT (collectively "Assigns"), to the end of the term or terms for which the Patents or like protection are or may be granted or reissued or otherwise permitted under appropriate law, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.

2. I authorize and request the U.S. Commissioner of Patents and Trademarks and other authorities in foreign countries to issue any and all patents on the Inventions or resulting from the Applications and from any and all divisions, continuations, continuations-in-part, substitutions and reissues thereof to RESODYN CORPORATION as assignee of my entire interest.

3. I hereby and forever sell, assign, transfer and set over to RESODYN CORPORATION all rights of action on account of past, present and future unauthorized use of said Inventions, whether for infringement of Patent or other cause of action, whether in the United States of America or in any other country or place anywhere in the world, and all international rights of priority associated with the Inventions, Patent Applications, further patent applications on the Inventions and Patents.

4. I hereby covenant and warrant that I have the full right to convey the interests herein assigned, have not entered or executed and will not enter or execute any arrangement or agreement in conflict herewith and am not aware of any arrangement or agreement that would conflict with any of the provisions herein or the desire of RESODYN CORPORATION to acquire the entire right, title and interest in and to the Inventions, Patent Applications and Patents.

5. I further hereby covenant and agree that I will, at any time, upon request, without further compensation but at the expense of RESODYN CORPORATION or a requesting Assign:

a. execute and deliver any and all papers that may be necessary or desirable to evidence the conception or reduction-to-practice of the Inventions or to perfect the title in or to the Inventions, Patent Applications or Patents to RESODYN CORPORATION or any Assigns;

b. execute and deliver any and all papers, make all rightful oaths and do all lawful acts that may be necessary or desirable for the filing by RESODYN CORPORATION or any Assign of any additional patent applications for the Inventions or any divisional, continuation or continuation-in-part applications based upon the Patent Applications or any reissue applications of the Patents, or any disclaimer relating thereto, and the procuring thereof; and

c. perform such other acts as may be reasonably requested by RESODYN CORPORATION or any Assign to give RESODYN CORPORATION or any Assigns the full benefit of this ASSIGNMENT AND AGREEMENT and obtain, maintain and enforce its rights and interests in and to the Inventions, Patent Applications and Patents, including without limitation communicating facts relating to the Inventions, Patent Applications and Patents or the file histories thereof as may be known to me, executing all papers and testifying as to the same in any interference, reexamination or other proceeding or litigation when requested so to do.

6. This ASSIGNMENT AND AGREEMENT and its provisions shall be binding upon my heirs, legal representatives and successors, and shall inure to the benefit of the successors, legal representatives and assigns of RESODYN CORPORATION and all future assigns thereof.

7. In the event that any provision, part or condition set forth in this ASSIGNMENT AND AGREEMENT is adjudicated or declared to be illegal, unenforceable, invalid or void, in whole or in part, the remainder of this ASSIGNMENT AND AGREEMENT shall be considered severable, shall continue in full force and effect to the full extent permitted by law.

8. Should my address change from the address specified above, I agree to notify, in writing, RESODYN CORPORATION or any Assign of whom I am made aware throughout the duration of this ASSIGNMENT AND AGREEMENT.

9. The waiver of or exception to any condition, term or provision of this ASSIGNMENT AND AGREEMENT by RESODYN CORPORATION or any Assign shall not be deemed to be a continuing waiver of any such condition, term or provision, or a waiver of any other term, condition or provision hereof or the performance thereof.

EXECUTED in one or more original on this 2 day of November, 2005.

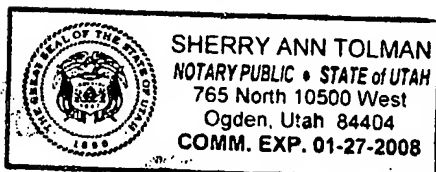
By: FRANK S. FAHRENBRUCK

Frank S. Fahrenbruck
Frank S. Fahrenbruck

STATE OF ~~MONTANA~~ UTAH §
§
COUNTY OF Weber §

BEFORE ME, the undersigned authority, on this day personally appeared Frank S. Fahrenbruck, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 2nd day of November, 2005.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF ~~MONTANA~~ UTAH



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

NOVEMBER 18, 2005

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E. RANDALL SMITH
2777 ALLEN PARKWAY, SUITE 800
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RECORDATION DATE: 11/18/2005

REEL/FRAME: 016797/0306
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: 2368.02

ASSIGNOR:

JACKAM, MR JOHN P

DOC DATE: 10/31/2005

ASSIGNEE:

RESODYN CORPORATION
130 NORTH MAIN STREET
SUITE 600
BUTTE, MONTANA 59701

SERIAL NUMBER: 10776740

FILING DATE: 02/11/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: TRAILER HITCH ASSEMBLY AND METHOD

016797/0306 PAGE 2

SERIAL NUMBER: 60537251

FILING DATE: 01/15/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: PRODUCTION OF BIODIESEL AND GLYCERIN FROM HIGH FREE FATTY ACID
FEEDSTOCKS

KIMBERLY WHITE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

ASSIGNMENT AND AGREEMENT

WHEREAS, I, John P. Jackam, an individual having an address of 1260 W. Gold Street, Butte, Montana 59701, have, individually or as a co-inventor, invented certain methods, devices, and/or systems relating to the production of biodiesel and/or glycerin and related technology (the "Inventions"), including without limitation those inventions that are the subject of Regular U.S. Patent Application Serial Number 10/776,740 entitled "Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 26, 2004 and U.S. Provisional Patent Application Serial Number 60/537,251 entitled "Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 15, 2004 (the "Patent Applications"), the Patent Applications of which I am a named co-inventor;

WHEREAS, RESODYN CORPORATION, a Montana corporation having an address of 130 North Main Street, Suite 600, Butte Montana 59701, is desirous of acquiring the entire right, title and interest in and to the aforesaid Inventions and Patent Applications throughout the world, and all right, title and interest in, to and under any and all patents granted thereon and other forms of legal protection thereto in the United States and throughout the world;

NOW, THEREFORE, for and in consideration of the sum of One Hundred Dollar (\$100.00) and for other good and valuable consideration, the receipt of which I hereby acknowledge, I hereby agree as follows:

1. I hereby and forever sell, assign, transfer and set over to RESODYN CORPORATION all my worldwide rights, title and interests in and to the Inventions, U.S. Patent Application Serial Number 10/776,740 entitled "Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 26, 2004, U.S. Provisional Patent Application Serial Number 60/537,251 entitled "Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 15, 2004 and any rights, title and interests I may have to any patent application(s) to which either such application claims priority to, such as U.S. Provisional Patent Application Serial Number 60/443,049 entitled "Industrial Process for the Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 27, 2003, and, with respect to all such patent applications, any and all divisions, continuations and continuations-in-part thereof and substitutions therefor, any and all patents and like protection of the United States and any other country or place anywhere in the world and any reissues, renewals and extensions and the like which may be granted therefor or thereon (collectively, the "Patents"), along with the right to file additional applications for patent and like protection for the Inventions anywhere in the world, all of the same to be held and enjoyed by RESODYN CORPORATION for its own use and benefit, and for the use and benefit of its successors, assigns, other legal representatives and any subsequent successors-in-interest to this ASSIGNMENT AND AGREEMENT (collectively "Assigns"), to the end of the term or terms for which the Patents or like protection are or may be granted or reissued or otherwise permitted under appropriate law, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.

2. I authorize and request the U.S. Commissioner of Patents and Trademarks and other authorities in foreign countries to issue any and all patents on the Inventions or resulting from the Applications and from any and all divisions, continuations, continuations-in-part, substitutions and reissues thereof to RESODYN CORPORATION as assignee of my entire interest.

3. I hereby and forever sell, assign, transfer and set over to RESODYN CORPORATION all rights of action on account of past, present and future unauthorized use of said Inventions, whether for infringement of Patent or other cause of action, whether in the United States of America or in any other country or place anywhere in the world, and all international rights of priority associated with the Inventions, Patent Applications, further patent applications on the Inventions and Patents.

4. I hereby covenant and warrant that I have the full right to convey the interests herein assigned, have not entered or executed and will not enter or execute any arrangement or agreement in conflict herewith and am not aware of any arrangement or agreement that would conflict with any of the provisions herein or the desire of RESODYN CORPORATION to acquire the entire right, title and interest in and to the Inventions, Patent Applications and Patents.

5. I further hereby covenant and agree that I will, at any time, upon request, without further compensation but at the expense of RESODYN CORPORATION or a requesting Assign:

a. execute and deliver any and all papers that may be necessary or desirable to evidence the conception or reduction-to-practice of the Inventions or to perfect the title in or to the Inventions, Patent Applications or Patents to RESODYN CORPORATION or any Assigns;

b. execute and deliver any and all papers, make all rightful oaths and do all lawful acts that may be necessary or desirable for the filing by RESODYN CORPORATION or any Assign of any additional patent applications for the Inventions or any divisional, continuation or continuation-in-part applications based upon the Patent Applications or any reissue applications of the Patents, or any disclaimer relating thereto, and the procuring thereof; and

c. perform such other acts as may be reasonably requested by RESODYN CORPORATION or any Assign to give RESODYN CORPORATION or any Assigns the full benefit of this ASSIGNMENT AND AGREEMENT and obtain, maintain and enforce its rights and interests in and to the Inventions, Patent Applications and Patents, including without limitation communicating facts relating to the Inventions, Patent Applications and Patents or the file histories thereof as may be known to me, executing all papers and testifying as to the same in any interference, reexamination or other proceeding or litigation when requested so to do.

6. This ASSIGNMENT AND AGREEMENT and its provisions shall be binding upon my heirs, legal representatives and successors, and shall inure to the benefit of the successors, legal representatives and assigns of RESODYN CORPORATION and all future assigns thereof.


7. In the event that any provision, part or condition set forth in this ASSIGNMENT AND AGREEMENT is adjudicated or declared to be illegal, unenforceable, invalid or void, in whole or in part, the remainder of this ASSIGNMENT AND AGREEMENT shall be considered severable, shall continue in full force and effect to the full extent permitted by law.

8. Should my address change from the address specified above, I agree to notify, in writing, RESODYN CORPORATION or any Assign of whom I am made aware throughout the duration of this ASSIGNMENT AND AGREEMENT.

9. The waiver of or exception to any condition, term or provision of this ASSIGNMENT AND AGREEMENT by RESODYN CORPORATION or any Assign shall not be deemed to be a continuing waiver of any such condition, term or provision, or a waiver of any other term, condition or provision hereof or the performance thereof.

EXECUTED in one or more original on this 31 day of October, 2005.

By: JOHN P. JACKAM



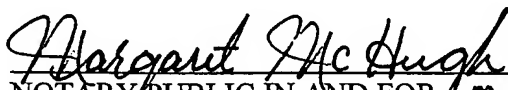
John P. Jackam

STATE OF MONTANA §
 §
COUNTY OF Silver Bow §

BEFORE ME, the undersigned authority, on this day personally appeared John P. Jackam, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 31 day of October, 2005.





NOTARY PUBLIC IN AND FOR Margaret McHugh
THE STATE OF MONTANA



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

NOVEMBER 18, 2005

PTAS

500061306A

E. RANDALL SMITH
2777 ALLEN PARKWAY, SUITE 800
HOUSTON, TX 77019

500061306A

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES DIVISION, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 11/18/2005

REEL/FRAME: 016797/0372
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: 2368.02

ASSIGNOR:

RESODYN CORPORATION

DOC DATE: 11/15/2005

ASSIGNEE:

BIOSOURCE FUELS, LLC
600 DEWEY BLVD
BUTTE, MONTANA 59701

SERIAL NUMBER: 10776740

FILING DATE: 02/11/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: TRAILER HITCH ASSEMBLY AND METHOD

ASSIGNMENT

WHEREAS, RESODYN CORPORATION, a Montana corporation having an address of 130 North Main Street, Suite 600, Butte Montana 59701, ("ASSIGNOR") has developed inventions covered by Regular U.S. Patent Application Serial Number 10/776,740 and U.S. Provisional Pat. App. Serial Nos. 60/537,251 and 60/443,049 (collectively, the "Patent Applications"), and is the owner of all right, title and interest in and to the Patent Applications with the exception of any right, title and interest that Mr. Kirk Cobb may have in U.S. Provisional App. Serial Number 60/443,049 as a named inventor thereon;

WHEREAS, BIOSOURCE FUELS, L.L.C., a limited liability company of Wisconsin having an address of 600 Dewey Boulevard, Butte, Montana 59701, ("ASSIGNEE") is desirous of acquiring all of ASSIGNOR's right, title and interest in and to the aforesaid inventions covered by the Patent Applications and the Patent Applications throughout the world and any and all patents granted thereon and other forms of legal protection thereto in the United States and throughout the world relating thereto;

NOW, THEREFORE, for and in consideration of the sum of Three Hundred Dollar (\$300.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged by ASSIGNOR, ASSIGNOR hereby agrees as follows:

1. ASSIGNOR hereby and forever sells, assigns, transfers and sets over to ASSIGNEE all worldwide rights, title and interests in and to the aforesaid inventions covered by the Patent Applications, U.S. Patent Application Serial Number 10/776,740 entitled "Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 26, 2004, U.S. Provisional Patent Application Serial Number 60/537,251 entitled "Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 15, 2004, U.S. Provisional Patent Application Serial Number 60/443,049 entitled "Industrial Process for the Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 27, 2003 (but excluding any right, title and interest Mr. Kirk Cobb may have in U.S. Provisional App. Serial Number 60/443,049 as a named inventor thereon) and any and all divisions, continuations and continuations-in-part thereof and substitutions therefor, all patents and like protection of the United States and any other country or place anywhere in the world granted thereon, and any reissues, renewals and extensions and the like which may be granted therefor or thereon (collectively, the "Patents"), along with the right to file additional applications for patent and like protection for the aforesaid inventions anywhere in the world, all of the same to be held and enjoyed by ASSIGNEE for its own use and benefit, and for the use and benefit of its successors, assigns, other legal representatives and any subsequent successors-in-interest to this ASSIGNMENT (collectively "Assigns"), to the end of the term or terms for which the Patents or like protection are or may be granted or reissued or is otherwise permitted under appropriate law.

2. ASSIGNOR authorizes and requests the U.S. Commissioner of Patents and Trademarks and other authorities in foreign countries to issue any and all patents on the aforesaid inventions covered by the Patent Applications or resulting from the Patent Applications and from any and all divisions, continuations, continuations-in-part, substitutions and reissues thereof to ASSIGNEE as assignee of ASSIGNOR's entire interest.

3. ASSIGNOR hereby and forever sells, assigns, transfers and sets over to ASSIGNEE all rights of action on account of past, present and future infringement any of the Patents, whether in the United States of America or in any other country or place anywhere in the world.

4. ASSIGNOR hereby covenants and warrants that it has the full right to convey the interests herein assigned, has not entered or executed and will not enter or execute any arrangement or agreement in conflict herewith and is not aware of any arrangement or agreement that would conflict with any of the provisions herein or the desire of ASSIGNEE to acquire the rights transferred herein.

5. ASSIGNOR further hereby covenants and agrees that, upon request and without further compensation (except as noted herein) from, but at the expense of, ASSIGNEE or a requesting Assign, it will do all other lawful acts requested by Assignee or an Assign to obtain, maintain and enforce the full benefits from the rights and interests herein assigned, including without limitation providing and/or executing papers, information and assignments, and communicating facts relating to the aforesaid inventions and the conception and reduction to practice thereof, Patent Applications and Patents and the prosecution histories thereof as may be known to it, and to testify (with payment of standard hourly rate compensation plus direct pre-approved travel expenses for any preparation time and testimony requested of ASSIGNOR by ASSIGNEE or an Assign) as to the same in any interference, other proceeding or litigation when requested to do so by ASSIGNEE or an Assign.

6. This ASSIGNMENT and its provisions shall be binding upon ASSIGNOR's successors and legal representatives, and shall inure to the benefit of the successors, legal representatives and assigns of ASSIGNEE and all future assigns thereof.

7. In the event that any provision, part or condition set forth in this ASSIGNMENT is adjudicated or declared to be illegal, unenforceable, invalid or void, in whole or in part, the remainder of this ASSIGNMENT shall be considered severable and shall continue in full force and effect to the full extent permitted by law.

8. The waiver of or exception to any condition, term or provision of this ASSIGNMENT by ASSIGNEE or any Assign shall not be deemed to be a continuing waiver of any such condition, term or provision, or a waiver of any other term, condition or provision hereof or the performance thereof.

EXECUTED in one or more originals on this 15th day of NOVEMBER, 2005.

RESODYN CORPORATION



Lawrence C. Farrar, President

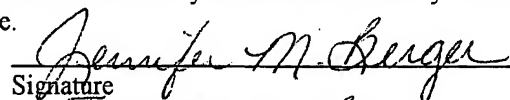
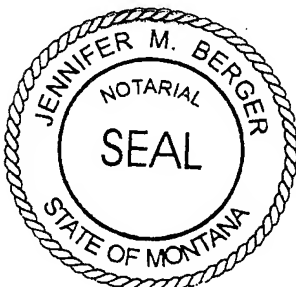
STATE OF MONTANA)

: ss.

COUNTY OF SILVER BOW)

On this 15th day of November, 2005, before me, a Notary Public for the State of Montana, personally appeared Lawrence C. Farrar, President of RESODYN CORPORATION, known to me to be the person and officer whose name is subscribed to within this instrument and acknowledged to me that the same was the act of the said Corporation, and executed the same before me, and upon his oath swore to me that said execution was of his own free act and deed as the act and deed of such Corporation and for the purpose and consideration herein expressed and in the capacity herein stated.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal the day and year in this certificate first written above.



Signature

Jennifer M. Berger

Print Name

NOTARY PUBLIC IN AND FOR
THE STATE OF MONTANA

Residing at Butte, Montana

My Commission Expires: 12/1/2007